

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

KYLE OGDEN and
ANTHONY LINDSEY, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

PIGEON FREIGHT SERVICES INC.,
and **SERGIU TINTUIC**,

Defendants.

Case No. 1:23-cv-04458

PLAINTIFFS' MOTION FOR ENTRY OF DEFAULT JUDGMENT

Pursuant to Rule 55(a) of the Federal Rules of Civil Procedure, Plaintiffs, Kyle Ogden and Anthony Lindsey hereby submit their motion for default judgment against Defendants Pigeon Freight Services, Inc. and Sergiu Tintuic.

Plaintiffs have brought class action claims Defendants under the Illinois Wage Payment and Collection Act ("IWPCA"), 820 Ill. Comp. Stat. 115/1 et seq., the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 206, and Illinois common law. See ECF No. 16. Plaintiffs alleged that throughout their employment they were improperly classified by Defendants as independent contractors, and, as a result, were subject to unlawful deductions and expenses in violation of the IWPCA. Id. Plaintiffs further alleged that the deductions taken from their pay resulted in Plaintiffs receiving less than the minimum wage, in violation of the FLSA and that Defendants were unjustly enriched. Id.

Plaintiffs moved for entry of a default against Defendants on November 9, 2023, and the Court entered a default against both Defendants on November 14, 2023. ECF Nos. 22-23. As detailed in their Motion for Entry of Default, Plaintiffs have made ongoing attempts to serve

Defendants. ECF No. 22. To date, Defendants have not made an appearance in this case. Id. Plaintiffs now respectfully request the Court to enter default judgment against Defendants Pigeon Freight and Tintuic, and to award Plaintiffs their damages, including an award of attorney's fees and costs. Plaintiffs' request is supported by their affidavits, attached hereto as Exhibits A and B, as well as the affidavit of Bradley Manewith, attached hereto as Exhibit C.

For the foregoing reasons, as set out further in the accompanying Memorandum of law, Plaintiffs' Motion for Default Judgment should be granted, and Plaintiffs should be awarded their damages, attorneys' fees and costs in the amounts set out above.

Dated: December 8, 2023

Respectfully Submitted,

/s/ Bradley Manewith

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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I, Bradley Manewith, hereby certify that a true and accurate copy of this document will be served on Defendants Pigeon Freight Services, Inc., and Sergiu Tintuic by process server, by U.S.

Mail and by UPS Overnight Delivery to the following addresses:

Pigeon Freight Services, Inc.
c/o Sergiu Tintuic
16830 Chicago Ave
Lansing, IL, 60438

Sergiu Tintuic
6 Jacqueline Lane
Fox River Grove, IL, 60021

/s/ Bradley Manewith
Bradley Manewith